



Reinhart Boerner Van Deuren s.c.  
P.O. Box 2018  
Madison, WI 53701-2018

22 East Mifflin Street  
Suite 600  
Madison, WI 53703

Telephone: 608-229-2200  
Facsimile: 608-229-2100  
Toll Free: 800-720-6239  
reinhartlaw.com

February 17, 2011

Don M. Millis, Esq.  
Direct Dial: 608-229-2234  
dmillis@reinhartlaw.com

**VIA HAND DELIVERY**

Eric M. McCleod, Esq.  
Michael Best & Friedrich LLP  
One South Pinckney Street, Suite 700  
Madison, WI 53703

Dear Eric:

Please find enclosed the engagement letter dated February 15, 2011, (the "Engagement Letter") that I have signed on behalf of Reinhart Boerner Van Deuren s.c. ("Reinhart"). I am providing this letter to ensure our mutual understanding of the engagement and to provide required disclosures to the clients.

**IDENTITY OF CLIENTS**

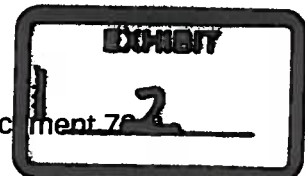
We understand that the clients are the Wisconsin State Senate by its Majority Leader Scott L. Fitzgerald and Wisconsin State Assembly by its Speaker Jeff Fitzgerald (the "Clients").

**FEE SCHEDULE**

As stated in the Engagement Letter, Reinhart's fees will be \$5,000 per month payable on the 15th day of each month commencing with February 15, 2011 and ending on May 15, 2011, or earlier in the event of an earlier termination. Please find enclosed an invoice for the initial \$5,000 payment. Please let me know if you require additional information.

**INTERNAL PRIVILEGE**

As you know, Reinhart is a large law firm. We represent many clients and handle a great number of complex matters each year. In part because of the number of clients that Reinhart represents and the complexity of the matters we become involved in, from



time to time issues arise that raise questions as to our duties under the professional conduct rules that apply to lawyers. These might include conflict of interest issues, and could even include issues raised because of a dispute between us and a client over the handling of a matter. Under normal circumstances when such issues arise, we would seek the advice of our General Counsel who is an expert in such matters. Historically, we have considered such consultations to be attorney-client privileged conversations between firm personnel and our counsel. In recent years, however, there have been judicial decisions in some jurisdictions indicating that under some circumstances such conversations could involve a conflict of interest between the client and Reinhart and that our consultation with Reinhart's counsel may not be privileged, unless we either withdraw from the representation of the client or obtain the client's consent to consult with Reinhart's counsel.

We believe that it is in our clients' interest, as well as Reinhart's interest, that in the event legal ethics or related issues arise during a representation, we receive expert analysis of our obligations. Accordingly, as part of our agreement concerning our representation of the Clients, the Clients agree that if we determine in our own discretion during the course of the representation that it is either necessary or appropriate to consult with our firm counsel (either our internal counsel or, if we choose, outside counsel), we may do so and that our continued representation of the Clients shall not waive any attorney-client privilege that Reinhart may have to protect the confidentiality of our communications with our counsel.

#### **SERVICE CORPORATION STATUS**

We are required by the Wisconsin Supreme Court rules relating to the practice of law through a service corporation to clarify for all new clients the law relating to our professional malpractice liability. If malpractice occurs in our representation, our clients are protected by the firm's malpractice insurance policy as well as the assets of the firm. In addition, the firm attorney who represents the client may be personally liable to the client for any negligence in his or her representation as well as that of any attorney or staff member whom he or she supervises. However, because the firm is a limited liability entity, the Clients may not look to the personal assets of other attorneys in the firm who were not involved in representing the Clients.

#### **CONCLUSION**

The Engagement Letter and this letter set forth the principles governing our relationship with the Clients, absent a subsequent signed agreement to the contrary. If, at

Eric M. McCleod, Esq  
February 17, 2011  
Page 3

any time, you have questions or comments regarding this relationship, the contents of this letter or any invoice for, please contact me. We encourage you to discuss any aspect of this engagement with us.

You will be deemed to have accepted this arrangement on the terms and conditions of this letter and its enclosure upon your failure to object to these terms in writing within ten days of the date of this letter.

Very truly yours,

REINHART BOERNER VAN DEUREN s.c.

BY



Don M. Millis

Encs.

cc: James R. Troupis (w/encs.)  
Joe Handrick (w/ encs.)

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